

DECLARATION OF DRAINAGE EASEMENT

That **Boyle Investment Company**, a Tennessee corporation, and **WCW Properties, LLC**, a Tennessee, a Tennessee limited liability company (collectively, "Grantee"), as owners of Lots 3-A and 3-B of Southcrest P.D. in the City of Southaven, DeSoto County, Mississippi (herein the "Benefiting Property") and **Baptist Memorial Hospital-DeSoto, Inc.**, a Tennessee corporation ("Grantor") as owner of (i) certain property located in DeSoto County, Mississippi, as more fully described on Exhibit A-1 and depicted on Exhibit A-2 attached hereto and incorporated herein by this reference (herein the "Drainage Easement Area"), do hereby establish a drainage easement as set forth below for the benefit of Grantee and the Benefiting Property.

1. Establishment of Drainage Easement.

There is hereby granted, created and established a nonexclusive, perpetual easement for the installation of a subsurface reinforced concrete pipe ("Pipe") for the purpose of carrying storm drainage within the Drainage Easement Area, which may, from time to time, be constructed, altered, modified and maintained thereon, to flow and run onto, over, upon, across, under and through the Drainage Easement Area.

The responsibility for the installation, operation, maintenance, repair, upgrade or expansion of the Pipe shall be the obligation and responsibility of Grantee. Grantor reserves the right to continue to use and enjoy the surface of the Drainage Easement Area for all purposes that (i) do not interfere with or interrupt the use or enjoyment of the Drainage Easement Area and/or (ii) do not result in materially higher costs to access and maintain the Pipe as now or hereafter existing because of any improvements constructed by Grantor on, near, through, over or under the Drainage Easement Area.

2. Notices.

All notices given under this Declaration shall be in writing and sent by United States mail, postage prepaid, certified, return receipt requested, or by overnight courier service. All notices required herein to be sent to the owner of the Benefiting Property shall be sent to Boyle Investment Company, Attention: President, 5900 Poplar Avenue, Suite 100, Memphis, Tennessee 38119, or such other address as the owner of the Benefiting Property may designate in accordance with the notice procedure set forth in the last sentence of this Section 4. All notices required herein to be sent to the owner of the Drainage Easement Area shall be sent to Baptist Memorial Hospital-DeSoto, Inc., Attention: Administration, 7601 Southcrest Parkway, Southaven, Mississippi, or such other address as the owner of the Drainage Easement Area may designate.

3. Governing Law.

This Declaration shall be governed by and construed in accordance with the laws of the State of Mississippi and shall inure to the benefit of, and be binding upon, the owners of the Benefiting

Property and the Adjacent Property (individually a "Parcel" and collectively the "Parcels") and their respective successors-in-title, as applicable.

4. Covenants Run With the Land; Limitation on Liability.

Each covenant and undertaking in this Declaration shall run with the land. From and after the conveyance of all or a portion of a Parcel by the then current owner, such then current owner shall be released from duties or obligations under this Declaration to the extent of the Parcel or portion thereof conveyed and the transferee acquiring title to such Parcel or portion thereof shall be responsible for such duties and obligations arising from and after such conveyance by virtue of becoming the owner of the Parcel or portion thereof; provided, however, that an owner transferring title to all or a portion of a Parcel shall not be released from any liability, damage or other claims resulting from such owner's failure to comply with its duties and obligations under this Declaration prior to such conveyance or based upon an event which occurred prior to such conveyance. Grantee may release this easement in its discretion by appropriate filing and, upon filing, the Pipe shall become owned by the Grantor.

5. Not a Public Dedication.

Nothing herein contained shall be deemed to be a gift or dedication of the Adjacent Property to the general public or for any public purposes whatsoever, it being the intention of the owners of the Parcels that this Declaration shall be strictly limited to and for the purposes herein expressed.

Executed this 25th day of July, 2006.

Grantee:

Boyle Investment Company

By: [Signature]
Title: Senior Vice President

WCW Properties, LLC

By: [Signature]
W. Cary Whitehead III, Chief Manager

Grantor:

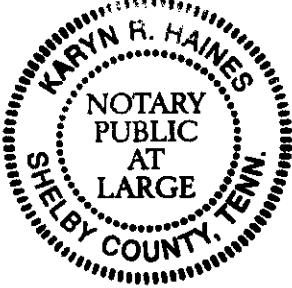
Baptist Memorial Hospital-DeSoto, Inc.

By: [Signature]
Title: Exec. Sec.

STATE OF TENNESSEE
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Cary W. Tehead, whose name as Sr. Vice President of Boyle Investment Company, a Tennessee corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 25th day of July, 2006.



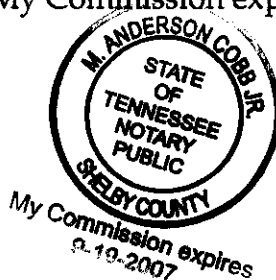
Karyn R. Haines
Notary Public
My Commission expires: 12-1-07

STATE OF TENN
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that DAVID C. HOGAN, whose name as VP/COO of Baptist Memorial Hospital-DeSoto, Inc., a ~~Tennessee~~ Mississippi corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 20th day of July, 2006.

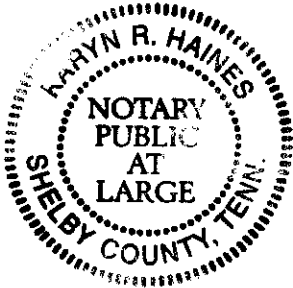
[Signature]
Notary Public
My Commission expires: 9-19-07



STATE OF TENNESSEE
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **W. Cary Whitehead III**, whose name as Chief Manager of **WCW Properties, LLC**, a Tennessee limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 25th day of July, 2006.



Maryn R. Haines
Notary Public
My Commission expires: 12.1.07

Index:

Section 26, Township 1 South, Range 8 West

This Instrument Prepared By:

E. Woods Weathersby
Evans & Petree PC
1000 Ridgeway Loop Road, Suite 200
Memphis, Tennessee 38120
901-525-6781

EXHIBIT A-1

**DESCRIPTION OF THE PROPOSED PERMANENT DRAINAGE EASEMENT,
LOCATED ON AND ACROSS LOT 15A SOUTHCREST PLANNED
DEVELOPMENT AS RECORDED IN PLAT BOOK 96, PAGE 30 IN THE
DESOTO COUNTY REGISTER'S OFFICE AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:**

COMMENCING AT A POINT ON THE WEST LINE OF SOUTHCREST PARKWAY (90' R.O.W.), SAID POINT BEING THE END OF A CURVE BEARING A RADIUS OF 20.00 FEET LOCATED 30.02 FEET FROM THE SOUTH LINE OF SOUTHCREST CIRCLE (68' R.O.W.) AS MEASURED ALONG SAID CURVE; THENCE SOUTHEASTWARDLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,335.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 22 DEGREES 47 MINUTES 38 SECONDS EAST - 563.86 FEET AND AN ARC LENGTH OF 568.14 FEET TO A POINT ON SAID WEST LINE, SAID POINT BEING THE SOUTHEAST CORNER OF SAID LOT 15A; THENCE SOUTH 88 DEGREES 46 MINUTES 10 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 376.61 FEET TO A POINT; THENCE SOUTHWESTWARDLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 68 DEGREES 22 MINUTES 51 SECONDS WEST - 209.03 FEET AND AN ARC LENGTH OF 213.51 FEET TO THE POINT OF BEGINNING OF THE BASEMENT DESCRIBED HEREIN; THENCE SOUTHWESTWARDLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 46 DEGREES 30 MINUTES 47 SECONDS WEST - 15.49 FEET AND AN ARC LENGTH OF 15.49 FEET TO A POINT; THENCE NORTH 57 DEGREES 54 MINUTES 56 SECONDS WEST A DISTANCE OF 68.98 FEET TO A POINT; THENCE NORTH 88 DEGREES 17 MINUTES 04 SECONDS WEST A DISTANCE OF 46.10 FEET TO A POINT ON THE NORTH LINE OF SLEEPY HOLLOW DRIVE (R.O.W. VARIES); THENCE NORTHWESTWARDLY ALONG SAID NORTH LINE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 478.31 FEET, A CHORD BEARING AND DISTANCE OF NORTH 65 DEGREES 51 MINUTES 02 SECONDS WEST - 39.31 FEET AND AN ARC LENGTH OF 39.32 FEET TO A POINT; THENCE SOUTH 88 DEGREES 17 MINUTES 04 SECONDS EAST A DISTANCE OF 86.50 FEET TO A POINT; THENCE SOUTH 57 DEGREES 54 MINUTES 56 SECONDS EAST A DISTANCE OF 76.91 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,076.97 SQUARE FEET OR 0.047 ACRES.

EXHIBIT A-2